



DEPARTMENT OF LAW
OFFICE OF THE
Attorney General
STATE CAPITOL
Phoenix, Arizona 85007

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ATTORNEY GENERAL

May 12, 1978

The Honorable Stephen G. Udall
Apache County Attorney
P. O. Box 637
St. Johns, Arizona 85936

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ARIZONA ATTORNEY GENERAL

Re: 78-93 (R77-208)

Dear Mr. Udall:

We have reviewed your June 14, 1977 opinion addressed to Mr. Bill Kelly, Assistant Superintendent of Schools in Chinle School District No. 24. The following is a revision of that opinion.

Mr. Kelly asked whether his school district, which plays all of its junior high and high school games on fields owned by the Chinle Community Center, could expend its own money to improve those playing fields by building dugouts and fences and installing lights. We conclude that the district could use its own money to improve the playing facilities, even though they are neither owned nor leased by the district, if the improvements would not be a constitutionally prohibited gift.

A.R.S. § 15-442(A)(9) establishes one of the powers and duties of a school district board of trustees:

A. The board of trustees shall:

* * *

9. Purchase school furniture, apparatus, equipment, library books and supplies for the use of the schools.

This power is not restricted to purchases of material to be used on school property, as long as the materials are for the use of the school.¹ However, a school district must

1. One of our prior opinions concluded that a school district could expend funds in exploratory drilling on land neither owned nor leased by it since the district was contemplating purchasing the land if water were found on it. Op. Atty. Gen. No. 71-3-C.

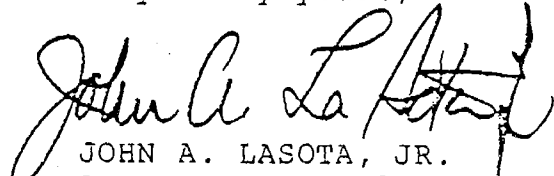
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make certain that improvements made on land owned by another do not constitute a gift to that person or entity. Prescott Community Hospital Comm'n v. Prescott School Dist., 57 Ariz. 492, 494, 115 P.2d 160 (1941). The school district could avoid the possibility of an improper gift by agreeing with the owner of the playing facility that, in consideration for the district's making improvements, the owner would guarantee the district use of the facilities during the life of the improvements or, in the alternative, during such period of time as the parties agree represents an equivalency between the fair market value of the property and the cost of the improvements.²

As you correctly pointed out in your opinion, the school district may enter into a lease agreement and improve the leased property.³

Very truly yours,


JOHN A. LASOTA, JR.
Attorney General

JAL:kd

2. A.R.S. § 15-1171 prohibits the expenditure of "public monies for the construction and development of . . . parks or recreational facilities in cooperation with cities, towns and counties." The Legislature has not extended this prohibition to cooperative agreements between school districts and other governmental or non-governmental entities.

3. See Op. Atty. Gen. Nos. 64-30-C and 66-26-C. There is no requirement that school district leases of property for school use be approved by a vote of the school district voters, unless the district were seeking to issue bonds "for the purpose of raising money for . . . leasing school lots, improving school grounds, or for liquidating any indebtedness already incurred for such purposes." A.R.S. § 15-1302(A)(3).